

NORTH KERN WATER STORAGE DISTRICT

Kern County, California



NOTICE TO PLANHOLDERS

Attached is Addendum No. 4 to the
Specifications No. NK-619 for
PIPELINE AND PUMP STATION PROJECT

Sign and return this notice with your Proposal.

GEI Consultants, Inc.

5001 California Ave, Suite 120,

Bakersfield, CA 93309

Tel: (661) 327-7601



Date: November 3, 2021

Firm Name _____

By _____

Title _____

Date _____

By signing the cover sheet, Contractor certifies that it has reviewed the contents of the subject addendum and that its proposal has been prepared taking into consideration the changes made by said addenda.

NORTH KERN WATER STORAGE DISTRICT

ADDENDUM NO. 4 TO THE SPECIFICATIONS NO. NK-619 for PIPELINE AND PUMP STATION PROJECT

The Specifications No. NK-619 is hereby changed and/or clarified as follows:

1. Title Page

- a. Last paragraph. Replace first line with “Bids will be received until 10:00am, November 12, 2021.

2. Section A, Notice Inviting Bids

- a. Section A-2 Submitting Bids and Bid Opening, page A-1. Replace first sentence in entirety with “Bids will be received at the offices of the District, 33380 Cawelo Extended, Bakersfield, CA 93308, until 10:00 a.m. on November 12, 2021, at which time and place the bids will be publicly opened and read aloud.”

3. Section A, Notice Inviting Bids (Published Version)

- a. First paragraph, page A-9. Replace first sentence in entirety with “NOTICE IS HEREBY GIVEN that sealed bids will be received by the NORTH KERN WATER STORAGE DISTRICT (hereinafter “District”) until 10:00 a.m. on November 12, 2021, for construction of the Pipeline and Pump Station Project, located within Kern County and in the vicinity of the City of Bakersfield”

4. Proposal

- a. First line, page 1 of 4. Replace in entirety with “Proposals received until 10:00 a.m., November 12, 2021”

5. The following provides a list of questions related to the project received from plan holders and the responses provided:

- Q1.** Will the bid date get pushed back at all?
- A1:** The bid opening is rescheduled to 10:00am on Friday, November 12. The deadline for questions is not extended and is still three days prior to the original date for opening of bids, Friday, November 5.

NORTH KERN WATER STORAGE DISTRICT

Kern County, California



CONTRACT DOCUMENTS

SPECIFICATIONS No. NK-619

FOR CONSTRUCTING THE

PIPELINE AND PUMP STATION PROJECT

FOR BIDDING PURPOSES ONLY

GEI Consultants, Inc.

**5001 California Ave, Ste 120
Bakersfield, CA 93309
Tel: (661) 327-7601**

October 8, 2021

Pre-Bid Conference will be held at 9:00 a.m., October 18, 2021
Prospective Bidders should meet at
North Kern Water Storage District
33380 Cawelo Extended, Bakersfield, CA 93308

Bids will be received until 10:00 a.m., November 12, 2021
at North Kern Water Storage District
33380 Cawelo Extended, Bakersfield, CA 93308 and then publicly opened.

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SECTION A**NOTICE INVITING BIDS****NORTH KERN WATER STORAGE DISTRICT
Kern County, California****NOTICE INVITING BIDS****FOR CONSTRUCTING THE
PIPELINE AND PUMP STATION PROJECT
SPECIFICATIONS NO. NK-619****A-1 Invitation for Bids**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the NORTH KERN WATER STORAGE DISTRICT, hereinafter referred to as the District, for furnishing all labor, services, materials, tools, equipment, supplies, and facilities necessary therefore, transportation, utilities, and all other items as provided in the Contract Documents for the acceptable completion of the work described in Section A-4, together with all appurtenances thereto, in strict accordance with the Plans and Specifications on file at the office of the District.

Bids shall be made in accordance with the prevailing rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code Section 1770 et seq., and the Davis-Bacon Act, whichever is greater. Prevailing wage schedules for Kern County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Copies of the prevailing rates of per diem wages are also on file at the office of the District and will be made available to any interested party on request. Davis-Bacon Act wages can be found at www.wdol.gov.

The Contractor, its Subcontractors and Suppliers will be required to comply with all applicable State and Federal requirements.

A-2 Submitting Bids and Bid Opening

Bids will be received at the offices of the District, 33380 Cawelo Extended, Bakersfield, CA 93308, **until 10:00 a.m. on November 12, 2021**, at which time and place the bids will be publicly opened and read aloud. Bids shall be timely submitted in sealed envelopes marked as directed in Section A-13. Facsimile bids will not be accepted.

It is the sole responsibility of the bidder to ensure that their bid is received in proper time and at the proper location and in the proper format. Facsimile bids will not be accepted. Bids received after said deadline time will be returned unopened to the bidder.

A pre-bid conference and tour will be held on October 18, 2021, at 9:00 a.m. commencing at the offices of the District, 33380 Cawelo Extended, Bakersfield, CA 93308 and then continued at the project Site.

A-3 Location of the Work

The work to be constructed hereunder is located within Kern County, in the vicinity of Bakersfield, California.

A-4 Description of Work

The description of the work is as follows:

Base Contract (Pipeline and Pump Station):

- a. Installing ~5.5 Miles of furnished C900 DR 25 PVC Water Main. See Appendix G for complete quantity list and pipe diameter furnished.
- b. Furnishing and installing ~0.5 Miles of 16-inch C900 DR 25 PVC Pipeline from Well 88-25-031 to Water Main.
- c. Furnishing and installing Water Main Butterfly Valves, Combination Air Valves, and Blow Off Valves.
- d. Installing Water Main across the Calloway and CT-1 Canal and the 9-2 Canal.
 - Construction of canal lining.
 - Demolition of existing canal concrete lining.
 - Clearing, grubbing, and stripping.
 - Furnishing and installing rip-rap.
 - Site grading and earthwork.
 - Furnishing, installing, maintaining, and removing temporary canal isolation structures.
 - Dewatering
- e. Furnishing and installing two Temporary Discharge Structures From the Water Main to the Friant Kern Canal and Install one Tie-in of the Water Main to an Existing Friant Kern Canal Discharge Structure.
- f. Furnishing and installing 11 Well Modification, Connections to the Water Main, and Discharge Structures.
- g. Construction of a 45 cfs pumping plant (4-15 cfs pumps one backup pump), including inlet and outlet structures, CAN pumps, 36-inch pump header pipeline, 30-inch diameter pump inlet pipeline, 18-inch diameter pump outlet pipeline, valves, couplings, meter, 24-inch pressure

regulating bypass, pipe supports, pump slab, and entire site grading.

- h. Construction of concrete electrical equipment slabs.
- i. Construction of electrical equipment building.
- j. Furnishing and installing Site Electrical and Instrumentation.
- k. Furnishing and installing chain-link fencing and gates.
- l. Pumping Plant Site Grading and Earthwork and crushed rock ground cover.

See Section 10B Measurement and Payment for further breakdown and additional detail of the Description of Work.

A-5 Classification of Contractors License / Contractor Registration

A contractor submitting a proposal shall possess, at the time the contract is awarded, that classification of contractor's license required by law to enable the contractor to perform the work contemplated under the Contract Documents, as more specifically set forth in the Specifications. Contractors shall provide the District with their Contractor's license number and expiration date as provided in the proposal.

A-6 Award of Contract

Each bid shall be made on the proposal forms furnished by the District and shall be in accordance with the Contract Documents. The Proposal Bidding Schedule includes places to enter bid prices for each of the various items of work. Bidders will be required to submit prices for all the items on the bid schedule. Award of the Contract, if made by the District, will be to the qualified responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the prices in the Base Bid in accordance with California Public Contract Code Section 20103.8(a). **See Section B-17 for further particulars of the bidding and basis of award.**

Proposals will be accepted until the date and time specified in the Notice of Inviting Bids. The Contract will be awarded as soon as practicable to the lowest qualified responsible bidder that has submitted a responsive bid, price and other factors considered, provided its Bid is reasonable and is in the best interest of the District to accept.

The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids. Refer to Paragraph B-3 for information regarding "Responsible Bidder" and submission of a "Responsive Bid".

The successful Bidder will be notified in writing by District of the Award of Contract within 30 days after opening of Bids. Accompanying the Notice of Award will be a copy of the Contract, which successful Bidder will be required to execute properly and return to District, together with properly executed Performance Bond, Payment Bond,

Certificates of Insurance and Endorsement, and Non-Collusion Affidavits, all within 15 days after date of receipt of such Notice of Award. District will promptly determine whether such Contract, Bonds, and Certificates of Insurance and Endorsement are as required by the Specifications and, upon such determination, will forward a fully signed copy of the Contract to successful Bidder.

A-7 Site Conditions

Each bidder shall carefully examine the Plans, read the Specifications and the forms of the Contract Documents, and shall visit the site of the proposed work to fully inform himself as to all existing conditions and limitations that may affect the execution of work under the Contract, and each such bidder shall include in the prices bid the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or his failure to visit the worksite and acquaint himself with conditions at the construction site, shall in no respect relieve any such bidder from any obligation imposed by his bid or by the Contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instructions contained herein. **All bidders must contact the District to coordinate site visits.**

A-8 Certified Checks and Bonds

Each bid shall be under sealed cover and must be accompanied by a Bid Guarantee in the form of either cash, a certified or cashier's check, or by a corporate surety bond on the form furnished by the District and made payable to the North Kern Water Storage District as a guaranty that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure worker's compensation insurance, liability insurance, and any other insurance required by the Contract Documents, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the Contract and for the payment of claims of all persons supplying labor and materials for the construction of the work. Should the successful bidder fail to so perform, the District shall be entitled to retain the moneys represented by said check or bond as liquidated damages on account of the delay and inconvenience occasioned to the District, it being expressly agreed and understood that the amount of said check or bond constitutes reasonable damages and that it is impracticable or extremely difficult to ascertain actual damages. Said cash, check or bidder's bond shall be in an amount not less than five percent (5%) of the amount of the bid. The District reserves the right to reject any bond, if in the opinion of the Engineer or the District's Attorney, the Surety's acknowledgment is not legally sufficient. All sureties utilized by bidders shall be legally qualified to do business in the State of California, shall carry a current Best's Insurance Guide rating of "A" or better, Class X or better, and shall furnish such reports as to their financial condition, from time to time, as may be requested by the District, including the Financial Statement of Bonding Company furnished with the Bond. The premiums for all said bonds shall be paid by the bidder. If any surety becomes unacceptable to the District in the absolute judgment and discretion of the District, then the bidder/contractor shall promptly furnish at its own expense such additional bonds as may be required by the

District to protect the District's interests and the interests of persons supplying labor or materials in the prosecution of the work contemplated by these Contract Documents.

In the event of any conflict between the terms of the Contract Documents and the terms of the bonds, the terms of the Contract Documents shall control and the bonds shall be deemed to be amended thereby. The District shall be entitled to exercise any and all rights granted by the Contract Documents in the event of default, without control by the surety, provided that the District promptly notifies the surety at the time or before the exercise of such rights. The exercise by the District of such rights shall not affect the liability of the surety under the bonds.

Bid security of unsuccessful bidder will be returned to the bidder within sixty (60) days of the time the execution of the contract by the District and the successful bidder award of Contract is made.

A-9 Contract Retention

At the request and expense of the Contractor and pursuant to Public Contract Code section 22300, securities equivalent to any amount withheld by the District to ensure the Contractor's performance under the Contract shall be deposited with the District as substitute security, or, at the Contractor's request, with a state or federally chartered bank in California as the escrow agent. Escrow instructions shall conform to the requirements of Public Contract Code section 22300.

A-10 Wage Rates / Compliance Monitoring

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code section 1770 et seq. and the Davis-Bacon Act, whichever is greater. A copy of the prevailing wage rate schedules is on file at the office of the District and by this reference incorporated herein. The Contractor shall post a copy of said documents at each job site. The Contractor and any Subcontractor under him shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this Contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissions, in the manner set forth in Labor Code section 1771.4.

Contractors shall be required to post job site notices, as prescribed by regulation.

A-11 Use of Apprentices

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprenticeship standards under Labor Code Section 1777.5, and the Contractor shall otherwise comply with Section 1777.5.

A-12 Contract Documents

The Contract Documents shall consist of the Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal and Proposal Bidding Schedule, the Contractor's Licensing Statement, the Information Required of Bidders, the Agreement, the Proposal Bond, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavits, the Good Faith Efforts Check List for Disadvantage Business Enterprises, the Notice to Proceed, General Conditions, Special Conditions, the Plans and Specifications, Appendices and any change order or Addenda, setting forth any modifications or interpretations of any of said Documents, all of which documents are on file or will be on file in the office of the District, 33380 Cawelo Extended, Bakersfield, CA 93308, and which are hereby referred to and made a part of this Notice Inviting Bids.

All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer.

Questions regarding the type of work required may be addressed to the following:

Kevin Yao
GEI Consultants, Inc.
Tel. 818-552-6410
kyao@geiconsultants.com

All questions or inquiries regarding the project or the Contract Documents shall be directed solely to the person listed above. Bidders shall not contact any participants in the project regarding the project or the Contract Documents prior to the time that the bids are opened.

A full set of Plans and Specifications is available for inspection without charge at the office of the District, 33380 Cawelo Extended, Bakersfield, CA 93308. Requests for plans and specifications may be addressed to the following: Grace Martin: gemartin@geiconsultants.com. Additionally, the bid documents can also be accessed through the District's website: <https://www.northkernwsd.com/customer-service/notices/>.

District may amend any provision or part of the Specifications at any time prior to three days before closing time, provided that the closing time set forth may be extended by District at any time prior to said closing time. Such amendments, if any, will be in the form of addenda which will be issued simultaneously to all persons who have obtained a copy of the Contract Documents from the District, and are on the planholder's list.

Addenda will be emailed ONLY to all parties recorded by the Engineer as having received the Contract Documents. If you wish to receive addenda by some means other than email, please advise the Engineer immediately. Questions received less than three days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or responses will be without legal effect and are not to be relied upon by the Bidders unless they are integrated into the written Contract Documents.

A-13 Address and Marking of Proposal

The envelope enclosing the proposal shall be sealed and addressed to the North Kern Water Storage District and mailed or delivered to 33380 Cawelo Extended, Bakersfield, CA 93308. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Proposal for", followed by title of the Specifications for the work and the date and hour for opening of bids. The certified or cashier's check, money order, or bidder's bond, where applicable, shall be made payable to North Kern Water Storage District. The bid security shall be enclosed in the same envelope with the proposal.

A-14 Substitute Securities

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract. The District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by District in its sole discretion, for substituting equivalent securities for retention amounts. The District's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by District, in District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, District shall be entitled to withhold amounts due to Contractor until securities of satisfactory value to District have been received.

Date: October 8, 2021

North Kern Water Storage District

By: s/s Ram Venkatesan
Deputy General Manager

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SECTION A**NOTICE INVITING BIDS (PUBLISHED VERSION)**

**NORTH KERN WATER STORAGE DISTRICT
Kern County, California**

NOTICE INVITING BIDS

**FOR CONSTRUCTING
PIPELINE AND PUMPSTATION PROJECT
SPECIFICATIONS NO. NK-619**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the NORTH KERN WATER STORAGE DISTRICT (hereinafter “District”) until **10:00 a.m. on November 12, 2021**, for construction of the Pipeline and Pump Station Project, located within Kern County and in the vicinity of the City of Bakersfield. Bids will be received at the offices of the District, 33380 Cawelo Extended, Bakersfield, CA 93308, until the stated time and date, at which time and place the bids will be publicly opened and read aloud. If a contract is awarded, it will be awarded to the lowest qualified responsible bidder. The bidding requirements and the work are fully described in the Plans and Specifications, referred to as Specifications No. NK-619, which are available for inspection during normal business hours without charge at the offices of the District. A pre-bid conference and tour will be held on October 18, 2021, at 9:00 a.m. commencing at the offices of District, 33380 Cawelo Extended, Bakersfield, CA 93308, and then continued at the project site.

While the work is more fully described and detailed in the Plans and Specifications, it includes the following:

The description of the work is as follows:

Base Contract (Pipeline and Pump Station):

- a. Installing ~5.5 Miles of furnished C900 DR 25 PVC Water Main. See Appendix G for complete quantity list and pipe diameter furnished.
- b. Furnishing and installing ~0.5 Miles of 16-inch C900 DR 25 PVC Pipeline from Well 88-25-031 to Water Main.
- c. Furnishing and installing Water Main Butterfly Valves, Combination Air Valves, and Blow Off Valves.
- d. Installing Water Main across the Calloway and CT-1 Canal and the 9-2 Canal.
 - Demolition of existing canal concrete lining.

- Clearing, grubbing, and stripping.
 - Furnishing and installing rip-rap.
 - Site grading and earthwork.
 - Furnishing, installing, maintaining, and removing temporary canal isolation structures.
 - Dewatering
 - Construction of canal lining.
- e. Furnishing and installing two Temporary Discharge Structures from the Water Main to the Friant Kern Canal and Install one Tie-in of the Water Main to an Existing Friant Kern Canal Discharge Structure.
 - f. Furnishing and installing 11 Well Modification, Connections to the Water Main, and Discharge Structures.
 - g. Construction of a 45 cfs pumping plant (4-15 cfs pumps including one backup pump), including inlet and outlet structures, CAN pumps, 36-inch pump header pipeline, 30-inch diameter pump inlet pipeline, 18-inch diameter pump outlet pipeline, valves, couplings, meter, 24-inch pressure regulating bypass, pipe supports, pump slab, and entire site grading.
 - h. Construction of concrete electrical equipment slabs.
 - i. Construction of electrical equipment building.
 - j. Furnishing and installing Site Electrical and instrumentation.
 - k. Furnishing and installing chain-link fencing and gates.
 - l. Pumping Plant Site Grading and Earthwork and crushed rock ground cover.

The work must be completed during the period identified in the Specifications.

A contractor submitting a proposal shall possess, at the time the contract is awarded, that classification of contractor's license required by law to enable the contractor to perform the Work contemplated under the Contract Documents, as more specifically set forth in the specifications. It is the District's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both the drawings and the specifications.

This published notice does NOT reproduce all of the bidding requirements; accordingly, the above-referenced Plans and Specifications are hereby referred to and made a part of this Notice Inviting Bids. An acceptable bid can only be prepared by reading and following all of the instructions that are found in the Specifications, which includes Sections A and B thereof.

Each Bidder is required to sign a Noncollusion Affidavit and submit it with his bid.

The successful Bidder is required to furnish a Payment Bond in an amount of 100% of the contract and a Faithful Performance Bond in an amount of 100% of the contract; the bonds to be secured by a surety company or surety companies satisfactory to the District.

Bids shall be based on the payment of not less than the prevailing rate of wages for this locality and project as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1770 et seq. and as provided in the Davis-Bacon Act, whichever is greater. Copies of the prevailing rates of per diem wages are on file at the office of the District and will be made available to any interested party on request. Prevailing wage schedules for Kern County are also available from the Department of Industrial Relations-Division of Labor Statistics & Research via the internet at www.dir.ca.gov. Copies of Davis-Bacon Act wages can be found at www.wdol.gov.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor shall furnish the records specified in Labor Code section 1776 directly to the Labor Commissions, in the manner set forth in Labor Code section 1771.4. Contractors shall be required to post job site notices, as prescribed by regulation.

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract.

Questions regarding the type of work required, or requests for plans and specifications may be addressed to the following: Grace Martin: gemartin@geiconsultants.com. Additionally, the bid documents can also be accessed through the District's website: www.northkernwsd.com

The Contractor, its Subcontractors and Suppliers will be required to comply with all applicable State and Federal requirements.

Date: October 8, 2021

North Kern Water Storage District

By: s/s Ram Venkatesan
Deputy General Manager

****END OF SECTION****

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**NORTH KERN WATER STORAGE DISTRICT
Kern County, California**

PROPOSAL

**FOR CONSTRUCTING THE
PIPELINE AND PUMP STATION PROJECT**

SPECIFICATIONS NO. NK-619

Proposals received until 10:00 a.m., November 12, 2021

**To the Board of Directors,
North Kern Water Storage District
33380 Cawelo Extended
Bakersfield, CA 93308**

The undersigned hereby declares that the only persons or parties interested in this Proposal as principals are those named herein; that no director or officer of the District is in any manner interested, directly or indirectly, in this Proposal or in the profits to be derived from the Contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Notice Inviting Bids and the Instructions to Bidders hereto attached, and agrees to all the provisions thereof; that the undersigned has examined the site of the Work, the form of the Agreement approved by the District, and the Plans and Specifications and other Contract Documents therein referred to, and proposes and agrees that if this bid as submitted in the attached Proposal Bidding Schedule be accepted, he will contract in the form so approved to perform all the work mentioned and as provided in said approved form of the Agreement and the Plans and Specifications and other Contract Documents and to complete the same within the time stipulated therein; and that he will accept in full payment therefor the prices named in said Proposal Bidding Schedule. Said prices are to include and cover the furnishing of all materials except as otherwise provided in the Specifications or other Contract Documents, the performing of all labor requisite or proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction, and the performance and completion of all the Work in the manner set forth, described, and shown in the Contract Documents including the Plans and Specifications, for the work and in the form of the Agreement. The undersigned has carefully checked all words and figures inserted in said Proposal Bidding Schedule and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned hereby agrees to execute the Agreement and furnish the required bonds and insurance within ten (10) days from the date of mailing of notice of acceptance of this Proposal, or within such additional time as may be allowed by the Engineer. A certified or cashier's check or a bidder's bond made payable to the North Kern Water Storage District in the amount of \$ _____, said amount to be not less than five percent (5%) of the amount of the proposal, is attached hereto as a guarantee that the undersigned will so

perform. It is understood and agreed by the undersigned that if he does not so perform, the District shall be entitled to retain the moneys represented by said check or bond.

The bidder further declares that the surety or sureties named in the spaces provided below have agreed to furnish bonds in the form and aggregate amounts set forth in Paragraph B-9 of the Instructions to Bidders, in the event Contract is awarded on the basis of this Proposal.

The bidder further declares under penalty of perjury, in accordance with Business and Professions Code Section 7028.15(e), that the statements contained herein are true and correct.

Dated _____, 20__

Bidder

Bidder's post office address:

By:

Title

(CORPORATE SEAL)

Names and addresses of all members of the firm or names and titles of all officers:

Corporation organized under the laws of the State of:

Contractor' License No.

Expiration Date

Surety or Sureties

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